RECENT IMPORTANT DECISIONS.

ADVERSE POSSESSION—TACKING SUCCESSIVE POSSESSIONS.—Plaintiff and the grantor of defendant constructed a fence on the supposed boundary line between their properties; the fence was so placed as to include part of plaintiff's land in the tract of defendant's grantor, whose deed to defendant, however, did not include the disputed tract. *Held,* the adverse possession of defendant and his grantor as to this disputed tract cannot be tacked. *Lake Shore & M. S. Ry. Co.* v. *Sterling* (Mich. 1915), 155 N. W. 383.

The question in this case is raised by the transfer of adjoining land by a deed which includes only such adjoining land and not the tract claimed by adverse possession. There is a conflict of authority as to whether such a deed is sufficient to supply such a privity in the disputed tract as to allow the adverse holdings of successive possessors to be tacked. The case is decided in accord with that which is probably the minority rule. See 11 MICH. LAW REV. 245.

BANKRUPTCY—STATE ACTS SUSPENDED BY FEDERAL ACT.—A debtor (engaged chiefly in farming) made an assignment for the benefit of his creditors, pursuant to a Pennsylvania statute which provided that the assignee under such an assignment should be entitled to set aside any preferential conveyance or any conveyance that could have been avoided by any of the creditors, and also provided that certain debts should be discharged by proceedings following the assignment. Plaintiffs, as assignees, sue to avoid a contract made by their assignor, which plaintiffs claim to be a fraudulent conveyance to defendants. *Held,* the assignees have no right to prosecute the suit, as the law under which they are acting is suspended by the National Bankruptcy Act. *Classer et al.* v. *Strawn* (1915), 227 Fed. 139.

The state statute in this case provided not only for the common law assignment by which the assignee stands "in the shoes of the assignor", but gave the assignee, in addition, the rights of creditors to set aside fraudulent conveyances. *Mayer* v. *Hellman,* 91 U. S. 496, 23 L. ed. 377, and *Boese* v. *King,* 108 U. S. 379, 27 L. ed. 760, (decided under the Act of 1867), would necessitate a holding that the assignment in the principal case was effective to pass title to the assignee, but leave open the question as to what effect is to be given to the other provisions of the statute. The District Court takes the view that the state statute is a bankruptcy act, and that, so far as it covers the same scope as the National Bankruptcy Act, it is suspended; that, as the National Bankruptcy Act extends to all natural, insolvent persons the privilege of becoming voluntary bankrupts, and as the assignment in the instant case was voluntary on the part of the insolvent assignor, the state statute is suspended, even as to farmers, regardless of the fact that farmers are exempted by the terms of the National Act from involuntary bankruptcy under its operation. *Rockville Nat. Bank* v. *Latham,* 88 Conn. 71. The holdings of the Pennsylvania Superior Court, that a state insolvency

law is suspended only "as to persons, who can without their consent, be made subject to the provisions of the Federal Bankrupt Act," are clearly too broad. *Landis Machine Co.* v. *Cooper,* 53 Pa. Super. Ct. 416; *Citizens Nat'l Bank* v. *Goss,* 29 Pa. Super. Ct. 125; *Miller* v. *Jackson,* 34 Pa. Super. Ct. 31. The court, in the principal case, however, goes much further than is necessary for a decision in making the following statement: "Congress having passed the bankruptcy law * * * and having excepted from its operation certain persons who may be adjudged bankrupts under said act, and yet granted to the same persons the privilege of becoming voluntary bankrupts under said act, should be deemed to have intended that no person who could not be adjudged an involuntary bankrupt under the bankruptcy law could be adjudged an involuntary bankrupt under any state law on the subject." This dictum is opposed to *Old Town Bank of Baltimore* v. *McCormick,* 96 Md. 341; *Lace* v. *Smith,* 34 R. I. 1; *Burk's Estate,* 34 Pa. Co. Ct. Rep. 642; *Hoover* v. *Uber,* 42 Pa. Super. Ct. 308; *Rittenhouse's Insolvent Estate,* 30 Pa. Super. Ct. Rep. 468; BLACK, BANKRUPTCY, 25; REMINGTON, BANKRUPTCY, (2nd ed.) 1533. The *Old Town Bank* case and the *Lace* case not only deny the intent of Congress to exempt farmers from all involuntary bankruptcy proceedings, but question also Congress' power to do so. The dictum in the principal case is supported by the analogous cases of *Littlefield* v. *Gray,* 96 Me. 422, and *In re F. A. Hall Co.,* 121 Fed. 912. SEE also 11 MICH. LAW REV. 60.

BILLS AND NOTES:—LIABILITY OF MAKER WHO IS ALSO JOINT PAYEE.—The maker of a promissory note made it payable to himself and the plaintiff jointly. The note bore the indorsements of both the plaintiff and the maker, and the plaintiff brought suit after the maker's death, claiming sole ownership in the note. *Held,* that he could not recover. *Dotson* v. *Skaggs* (W. Va. 1915) 87 S. E. 460.

The facts present a situation on which prior decisions furnish but little information. The legal effect of an instrument in which the single payee is also the maker is well established. Such an instrument has no legal effect as a contract until indorsed and delivered. Prior to the indorsement it is not a promise "to another", as required by the law merchant to constitute a promissory note. The indorsement fulfills this requirement, and makes it payable to the party designated in the case of a special indorsement, and to the bearer if the indorsement be in blank. *Pickering* v. *Cording,* 92 Ind. 308; *Dubois* v. *Mason,* 127 Mass. 38. Prior to the delivery, the note has no legal existence. *Burson* v. *Huntington,* 21 Mich. 431; *Carter* v. *McClintock,* 29 Mo. 464; *Moses* v. *Lawrence County Bank,* 149 U. S. 298. In the instant case, however, the maker is not the single payee, but a joint payee. But the decision would seem to make the legal effect of the instrument the same. The maker's indorsement is simply the first necessary step toward negotiation, permitting the latter to be consummated by delivery when the other joint payee's indorsement is added,—joint payees, other than partners, being obliged to join in order to effect a transfer of title. *Dwight* v. *Pease,* 3 McLean 94; *Kaufman* v. *State Bank,* 151 Mich. 65, 18 L. R. A. (N. S.) 630. Possession of the note does not imply exclusive ownership in the plaintiff,